

# EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK-----X  
JUANA LEONOR,

Index No.:

Filing Date:

Plaintiff,

**SUMMONS**

-against-

Plaintiff designates  
New York County as  
the place of trial

COSTCO WHOLESALE CORPORATION,

The basis of venue is  
Plaintiff's residence

Defendant.

Plaintiff resides at  
2360 1<sup>st</sup> Avenue, Apt. 11D  
New York, New York 10035-----X  
To the above-named Defendant:


**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Melville, New York

April 7, 2023

**Defendant's address:**

**COSTCO WHOLESALE CORPORATION  
CT CORPORATION  
28 LIBERTY STREET – 42<sup>ND</sup> FLOOR  
NEW YORK, NEW YORK 10005**

  
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**BY: JOSEPH M. SORCE, ESQ.**  
**BRAGOLI & ASSOCIATES, P.C.**  
Attorneys for Plaintiff  
**JUANA LEONOR**  
300 Broadhollow Road, Suite 100W  
Melville, NY 11747  
(631) 423-7755

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
JUANA LEONOR,

Plaintiff,

-against-

COSTCO WHOLESALE CORPORATION,

Defendant.  
-----X

Index No.:

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**VERIFIED  
COMPLAINT**

**PLAINTIFF**, by her attorneys, **BRAGOLI & ASSOCIATES, P.C.**, complaining of the Defendant herein, hereby allege upon information and belief, the following:

1. That at all times hereinafter mentioned, Plaintiff, **JUANA LEONOR**, was and still is a resident in the County of Bronx, State of New York.
2. That all times hereinafter mentioned, Plaintiff, **JUANA LEONOR**, maintained a residence at 2360 1<sup>st</sup> Avenue, Apt. 11D, New York, New York 10035.
3. That at all times herein mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, was, and still is, a Foreign Business Corporation duly organized and existing under and by virtue of the laws of the State of Washington.
4. That at all times herein mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, was, and still is, a Foreign Business Corporation authorized to do business in the State of New York.
5. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE CORPORATION**, was, and still is, a domestic corporation authorized to do business in the State of New York.
6. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE**

**CORPORATION**, was the owner of the premises, located at 517 E. 117th Street, New York, New York 10035 (hereinafter referred to as the “subject premises”).

7. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE CORPORATION**, was the lessor of the subject premises.

8. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE CORPORATION**, was the lessee of the subject premises.

9. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE CORPORATION**, was the sub-lessee of the subject premises.

10. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE CORPORATION**, was the managing agent of the subject premises.

11. That at all times herein mentioned, the Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees, were responsible for the subject premises.

12. That at all times hereinafter mentioned, Defendant **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees maintained the subject premises.

13. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees controlled the subject premises.

14. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees operated the subject premises.

15. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees managed the subject premises.

16. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees supervised the subject premises.

17. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees inspected the subject premises.

18. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees repaired the subject premises.

19. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees had a duty to properly own, lease, operate, manage, maintain, supervise, inspect, control and repair the subject premises.

20. That at all times hereinafter mentioned, Defendant, **COSTCO WHOLESALE CORPORATION**, its agents, servants and/or employees breached their duty to properly own, lease, operate, manage, maintain, supervise, inspect, control and repair the subject premises.

21. That on or about July 7, 2022, Plaintiff, **JUANA LEONOR**, was lawfully on the subject premises located at 517 E. 117th Street, New York, New York 10035.

22. That on or about July 7, 2022, while Plaintiff, **JUANA LEONOR**, was lawfully within the premises, when she was caused to trip and fall due to a dangerous and hazardous condition.

23. The above-mentioned occurrence, and the results thereof, were caused by the negligence of the Defendant and/or said Defendant's agents, servants, employees and/or licensees in the ownership, operation, management, supervision, maintenance, control, inspection, repair and supervision of the subject premises.

24. That Defendant, **COSTCO WHOLESALE CORPORATION**, their agents, servants and/or employees were reckless, careless and negligent in the ownership, operation, management, maintenance, supervision, inspection, repair and control of the subject premises; by permitting a dangerous and hazardous condition to exist so that it was dangerous for persons, in

particular, this Plaintiff, **JUANA LEONOR**, by failing to keep the said premises in a reasonably safe condition; in failing to remedy said condition; in failing to post warnings; in failing to keep the subject premises in a reasonably safe condition prior to, and including, July 7, 2022; in causing, creating, allowing and/or permitting a dangerous and hazardous condition; in failing to remedy said condition; in failing to warn the public at large and, in particular, the Plaintiff herein, of the dangers inherent therein which were likely to cause injury to the Plaintiff, **JUANA LEONOR**; in failing to take reasonable steps, precautions and safeguards to keep the premises in a reasonably safe condition; in failing to post warnings, barriers and or signs to warn the public of the dangerous condition; in permitting the condition to exist for an unreasonable period of time; in failing to inspect, timely inspect and/or properly inspect the subject premises herein; and Defendant, its agents, servants and/or employees were otherwise reckless, careless and negligent in the ownership, operation, management, maintenance, supervision, inspection, repair and control of the subject premises.

25. That as a result of the foregoing, Plaintiff, **JUANA LEONOR**, sustained certain severe personal injuries.

26. The subject injuries sustained by Plaintiff, **JUANA LEONOR**, were caused solely by reason of the negligence of the Defendant, and without any negligence or fault on the part of the Plaintiff contributing thereto.

27. That Defendant, **COSTCO WHOLESALE CORPORATION**, their agents, servants and/or employees had actual notice of the aforementioned dangerous and defective condition.

28. That Defendant, **COSTCO WHOLESALE CORPORATION**, their agents, servants and/or employees had constructive notice of the aforementioned dangerous and

defective condition.

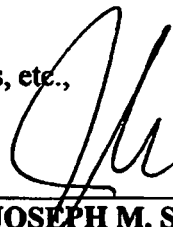
29. That as a result of the foregoing, Plaintiff, **JUANA LEONOR**, sustained serious, severe and permanent injuries and was rendered sick, sore, lame, and disabled; Plaintiff, **JUANA LEONOR**, was caused to suffer great physical pain, discomfort, and disability and will continue to suffer pain, discomfort, and disability in the future; Plaintiff, **JUANA LEONOR**, was caused to undergo hospital and medical care, aid, and treatment, and may continue to undergo medical care, aid and treatment for a long period of time to come in the future; Plaintiff, **JUANA LEONOR**, incurred large sums of expenses for medical care, aid, and attention; Plaintiff, **JUANA LEONOR**, was further caused to become incapacitated from and hindered in the progress of her usual pursuits, duties, and activities and may continue to be hindered in her pursuits, duties and activities for a long period of time to come in the future.

30. That as a result of the foregoing, Plaintiff, **JUANA LEONOR**, has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**WHEREFORE**, Plaintiff, **JUANA LEONOR**, demands judgment against the Defendant, **COSTCO WHOLESALE CORPORATION**; together with the costs and disbursements of this action.

Dated: Melville, New York  
April 7, 2023

Yours, etc.,



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BY: **JOSEPH M. SORCE ESQ.**  
**BRAGOLI & ASSOCIATES, P.C.**  
Attorneys for Plaintiff  
**JUANA LEONOR**  
300 Broadhollow Road, Suite 100W  
Melville, New York 11747  
(631) 423-7755

**ATTORNEY'S VERIFICATION**

The undersigned, an attorney duly admitted and licensed to practice in the Courts of the State of New York, hereby affirms the following to be true under the penalties of perjury:


I am the attorney for the Plaintiff in the within action; that the undersigned has read the Foregoing **SUMMONS AND VERIFIED COMPLAINT** and knows the contents thereof; that the same is true to affirmant's own knowledge, except as to those matters alleged to be true upon Information and belief, and as to those affirmant believe them to be true.

The undersigned further states that the reason this verification is made by the undersigned and not by Plaintiff is that the Plaintiff does not reside within the County where affirmant maintains an office.

The grounds of affirmant's belief as to all matters not stated to be upon affirmant's knowledge, are documents, correspondences, and records maintained in affirmant's files and conversations had with the Plaintiff.

The undersigned affirms that the foregoing statements are true, under the penalty of Perjury.

Dated: Melville, New York  
April 7, 2023

  
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**JOSEPH M. SORCE, ESQ.**



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

JUANA LEONOR,

Plaintiff,

-against-

COSTCO WHOLESALE CORPORATION,

Defendant.

**SUMMONS and VERIFIED COMPLAINT**

*BRAGOLI & ASSOCIATES, P.C.*  
*Attorneys for the Plaintiff*  
*JUANA LEONOR*  
*300 Broadhollow Road, Suite 100W*  
*Melville, Suffolk 11747*  
*(631) 423-7755*

To:>  
Attorney(s) for>

Service of a copy of the within

is hereby admitted.

Dated,

\_\_\_\_\_  
Attorney(s) for

Sir: - Please take notice

that the within is a true copy of a  
court on

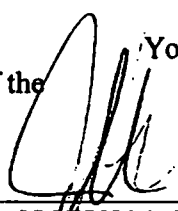
, 2023

duly entered in the office of the clerk of the within named

Dated:

Attorney signature pursuant to Sec. 130-1.1-a of the  
Rules of the Chief Administrator (22NYCRR)

Yours, etc.

  
\_\_\_\_\_  
BY: JOSEPH M. SORCE, ESQ.  
*BRAGOLI & ASSOCIATES, P.C.*  
*Attorneys for the Plaintiff*  
*JUANA LEONOR*  
*300 Broadhollow Road, Suite 100W*  
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